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August 29, 2002

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

VIA HAND DELIVERY

RECEIVED - FPSC
02 AUG 29 PM 12:28
COMMISSION
CLERK

Re: Joint Petition for Approval of Agreement

Dear Ms. Bayo:

020933-EU

Enclosed herewith for filing on behalf of Florida Power & Light Company ("FPL") and Clay Electric Cooperative, Inc. ("Clay") is the original and fifteen copies of a Joint Petition for Approval of Agreement.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me. Thank you for your assistance with this filing.

Sincerely,

Kenneth A. Hoffman
Kenneth A. Hoffman, Esq.

KAH/rl

Enclosures

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RECEIVED & FILED

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

09138 AUG 29 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC COMMISSION

In re: Joint Petition of Florida Power)
and Light Company and Clay Electric)
Cooperative, Inc., for approval of)
agreement concerning service to four)
customers in Clay County.)
_____)

Docket No. 020933-EU
Filed: August 29, 2002

JOINT PETITION FOR APPROVAL OF AGREEMENT

Florida Power & Light Company ("FPL") and Clay Electric Cooperative, Inc. ("Clay"), by and their respective undersigned counsel, hereby request the Florida Public Service Commission ("Commission") to approve the Agreement attached hereto as Exhibit A. In support of this Joint Petition, FPL and Clay state as follows:

1. In response to a customer complaint filed with the Commission by a Mr. Jeffrey McRae concerning an FPL distribution line traversing Mr. McRae's property, issues arose between FPL and Clay concerning the provision of electric service by FPL to Mr. McRae's property, as well as the neighboring properties of three FPL customers.

2. FPL and Clay have worked cooperatively toward the resolution of the customer complaint and have reached the Agreement attached hereto and incorporated herein as Exhibit A. The Agreement addresses the provision of electric service in Bradford County to four customers,¹ and the responsibility for the removal of certain facilities and the costs associated therewith.

3. FPL and Clay maintain that the Agreement attached hereto as Exhibit A appropriately resolves the above-referenced customer complaint, avoids the potential uneconomic duplication of facilities, is supported by the four affected customers, and is in the public interest.

¹The four customers are Jeffrey McRae, Jerome Johns, C.E. Johns and Ray Davenport.

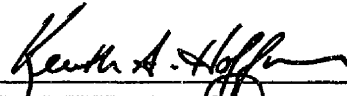
DOCUMENT NUMBER-DATE

09138 AUG 29 02

FPSC-COMMISSION CLERK

WHEREFORE, FPL and Clay respectively jointly request that the Commission approve the Agreement attached hereto and incorporated herein as Exhibit A.

Respectfully submitted,


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Attorneys for Clay Electric Cooperative, Inc.

Agreement

This Agreement is made between Florida Power & Light Company ("FPL") and Clay Electric Cooperative, Inc. ("Clay") in order to resolve the concerns of and provide electric utility service to four customers in an economical and non-duplicative fashion. FPL and Clay (the "Parties") hereby agree as follows:

1. FPL is providing electric service to the following four customers: Jerome Johns, C.E. Johns, Ray Davenport and Jeffrey McRae. The Parties agree that Jerome Johns, C.E. Johns and Ray Davenport will be transferred to Clay on a date to be agreed upon by the Parties and each customer, and that Clay will henceforth provide electric service to them.
2. FPL has installed certain facilities to serve the three customers being transferred to Clay. The Parties agree that Clay will remove all such FPL facilities at Clay's expense. FPL asserts these facilities have no remaining book value.
3. Clay has installed certain facilities to serve Mr. McRae. The Parties agree that Clay will remove all such facilities at its own expense, including the underground primary and the associated padmount transformer.
4. Removal of facilities as set forth above shall occur on a date or dates to be agreed upon by the Parties.
5. This Agreement shall be effective upon approval by the Florida Public Service Commission.

AGREED this 21ST day of August, 2002.

FLORIDA POWER & LIGHT COMPANY

BY: [Signature]

TITLE: Vice President of Distribution Operations

DATE: 8/21/02

CLAY ELECTRIC COOPERATIVE, INC.

BY: [Signature]

TITLE: General Manager

DATE: 8/8/02

